


PATENTS ONLY

To the Honorable Commissioner of
Patents and Trademarks:
Please record the attached original
document or copy thereof.

<p>1. Name of party or parties conveying an interest:</p> <p>LXR Biotechnology, Inc. 3095 Richmond Parkway, Suite 213 Richmond, CA 94806</p>	<p>2. Name and address of party or parties receiving an interest:</p> <p>Name: Introgen Therapeutics, Inc. Street Address: 301 Congress Ave, Suite 1850 City: Austin State: TX Zip: 78701</p>
<p>3. Description of the interest conveyed:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement Execution Date: May 16, 2000</p>	<p>Other: <input checked="" type="checkbox"/> License</p>
<p>4. Application number(s) or patent number(s). Additional sheet attached? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p> <p>A. Patent Application no.(s):</p>	<p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>B. Patent no.: 5,770,443</p>
<p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: Li Hsien Rin-Laures Reg. No. 33,547 MARSHALL, O'TOOLE, GERSTEIN, MURRAY & BORUN Street Address: 6300 Sears Tower 233 S. Wacker Drive City: Chicago State: Illinois Zip: 60606-6402</p>	<p>6. Number of applications and/or patents identified on this cover sheet: 1</p> <p>7. Amount of fee enclosed or authorized to be charged: \$40.00</p> <p>8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855</p>

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Date: August 30, 2000


Li-Hsien Rin-Laures
Reg. No. 33,547

Total number of pages including cover sheet, attachments, and document: 3

EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (the "Agreement") is made as of May 16, 2000 (the "Effective Date") by and between LXR Biotechnology, Inc., a Delaware corporation, having a place of business at 3095 Richmond Parkway, Suite 213, Richmond, CA 94806 ("LXR") and Introgen Therapeutics, Inc., a Delaware corporation, having a place of business at 301 Congress Avenue, suite 1850, Austin, TX 78701 ("Introgen").

BACKGROUND

A. LXR owns certain Patent Rights and Related Technology (as defined below) relating to the "bak" gene; and

B. Introgen desires to obtain, and LXR desires to grant, an exclusive license to Patent Rights and Related Technology (as defined below) subject to the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the meanings indicated:

1.1 "**Field**" shall mean all *in vivo* gene therapy applications of the "bak" gene in humans and the discovery and development of methods, techniques and other subject matter for *in vivo* gene therapy applications of the "bak" gene in humans, and shall include all fragments, derivatives and splice variants of the "bak" gene; a "derivative" shall mean a nucleotide sequence directly derived from the "bak" gene claimed in the Existing Patent Rights as defined in Section 1.5.1, the gene product of which has apoptotic activity substantially similar to that of the protein encoded by the "bak" gene.

1.2 "**Patented Product**" shall mean any product containing or encompassing the "bak" gene, the manufacture, use of sale of which would, but for the license granted under the License Agreement, infringe a Valid Claim of the Patent Rights in the country where it is sold.

1.3 "**Non-Patented Product**" shall mean any product containing or encompassing the "bak" gene that embodies Related Technology, but the manufacture, formulation or use thereof is not the subject of any patent application or patent, or any issued patents covering such product have been abandoned or declared invalid in a non-appealable order.

1.4 "**Licensed Product**" shall mean any Patented Product or Non-Patented Product.

1.5 "**Patent Rights**" shall mean any and all rights in:

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

LXR BIOTECHNOLOGY, INC.

By: 

Name: Paul J. Hastings

Title: Director

INTROGEN THERAPEUTICS, INC.

By: 

Name: DAVID PARKER

Title: VP - Intellectual Property